

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 06-057**

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

**TWO WASHER-EXTRACTORS AND  
GAS DRYERS  
COMPLETE WITH TRADE-IN ALLOWANCE, DELIVERY AND INSTALLATION  
FOR  
COUNTY CORRECTIONS**

**MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, March 08, 2006**, in the office of the Purchasing Agent, "**K**" **Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be downloaded from the City/County website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) "Bids", "Bidding Opportunities & Awards", Specification Number listed above. Prospective bidders must monitor the website for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope, with the company name Specification number noted on the outside.**

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### COMMISSIONERS

*DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer*

# SEALED BID SPECIFICATION NO. 06-057

BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, March 08, 2006

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## WASHER-EXTRACTORS & GAS DRYERS

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Washer-Extractor, as per specifications, complete, delivered: MFG./MAKE/MODEL: _____ WARRANTY: _____	2 ea	\$ _____	\$ _____
Gas Dryer, as per specifications, complete, delivered: MFG./MAKE/MODEL: _____ WARRANTY: _____	2 ea	\$ _____	\$ _____

### MINUS - TRADE-IN ALLOWANCE

Trade-in Allowance for two Speed Queen #WX40120 Washer/Extractors, "as-is, where-is":	2 ea	(\$ _____)	(\$ _____)
Trade-in Allowance for two Speed Queen #37CGI Gas Dryers, "as-is, where-is":	2 ea	(\$ _____)	(\$ _____)

### DELIVERY AND INSTALLATION

Removal of old equipment, delivery of new equipment and installation of new equipment:	1 lump sum	\$ _____
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**TOTAL BID (including trade-in, delivery and installation):** \$ \_\_\_\_\_

**NO BID BOND REQUIRED  
MUST PROVIDE PROOF OF INSURANCE (as per attached requirements)**

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**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 06-057**

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The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

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**(Print Name)**

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**CITY, STATE          ZIP CODE**

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**(Title)**

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**TELEPHONE NO.**

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**(Date)**

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**FAX NO.**

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**E-MAIL ADDRESS**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. May also be viewed on our website: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword search: "bid", specification #.

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid is made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or

competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### **5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

#### **6. ADDENDA**

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **7. DELIVERY**

- 7.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 7.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 7.3 All bids shall be based upon delivery of equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

#### **8. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 8.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  1. Manufacturer's warranties and/or guarantees.
  2. Bidder's maintenance policies and associated costs.

- 8.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts returned to the bidder shall be paid by the bidder.

#### **9. ACCEPTANCE OF MATERIAL**

- 9.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 9.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 9.3 In the event the delivered material is defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 9.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by specification documents or purchase orders.
- 9.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

#### **10. BID EVALUATION AND AWARD**

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 10.5 The County reserves the right to accept or reject any or all bids, parts of bids; request rebids; waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

#### **11. INDEMNIFICATION**

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern rights, obligations, and remedies of Parties under this proposal and any agreement reached as a result of this process.

# SPECIFICATIONS

## COMMERCIAL WASHER/EXTRACTORS AND GAS DRYERS

### **GENERAL INFORMATION**

The County Corrections ("County") invites interested Bidders ("Bidder") to submit a sealed bid for the purchase of two each commercial washer/extractors and gas dryers for their Jail laundry facility. Units offered shall meet or exceed the requirements stated herein. The bid price offered shall be complete with trade-in allowance for old equipment, removal of old equipment, delivery and installation of new equipment.

### **TRADE-IN ALLOWANCE**

The County offers the following equipment for trade-in on an as-is, where-is basis with no warranty:

2 each UniMac washer/extractors Model #UW35

2 each Speed Queen gas dryers Model #37CGI

Approximate age: original to the facility - 15 years

**DELIVERY/INSTALLATION:** Delivery and installation of the new units shall include, removal and proper disposal of the old equipment, Corrections desires a trade-in allowance for their old equipment. Trade-in allowance may be offered in the space provided on the bidding schedule as a deduct from the purchase of the new units.

Bidders may contact to arrange a site visit to inspect the old equipment:

Bob Jarrett, (402) 441-7140 or cell phone (402) 450-5671

The Corrections Department is offering the old equipment "as-is, where-is", with no guarantees or warranty either implied or offered. All costs associated with removal of the existing equipment shall be paid by the Bidder.

### **DELIVERY AND INSTALLATION**

Bid prices offered shall be new, complete in every way, including freight/delivery costs, with installation and rigging including utility hook ups.

Deliver to: County Corrections  
Attn: Bob Jarrett  
636 So. 9<sup>th</sup> Street, delivery dock  
Lincoln, NE 68508

Successful Bidder to coordinate removal of old equipment and installation of new equipment with Bob Jarrett, Construction Manager.

### **SPECIFIC INFORMATION** - Complete the following check-off list and return with your offer.

*(Additional comments & information may be included on an attached sheet along with product brochures & literature)*

MEETS SPEC		ITEM #	DESCRIPTION	COMMENTS
YES	NO			
		1.	<b>WASHER-EXTRACTOR:</b> Commercial grade, similar to UniMac Alliance Laundry System #UW35AB2O, 8 preset cycles, three (3) water level choices, A- frame design. Specify brand/make/model: _____	
		1.1	Capacity - 35 lb. (15.9 kg)	
		1.2	Overall width - 32 1/2 in. (826 mm)	

MEETS SPEC		ITEM #	DESCRIPTION	COMMENTS
YES	NO			
		1.3	Overall depth- 39 1/4 in (972 mm)	
		1.4	Overall height - 55 1/2 in (1410 mm)	
		1.5	Cylinder Diameter - 26 1/4 in (667 mm)	
		1.6	Cylinder Depth - 18 3/8 in (467 mm)	
		1.7	Cylinder Volume - 5.76 cu. ft. (163 liters)	
		1.8	Door Opening Size - 14 3/8 in (364 mm)	
		1.9	Door Bottom to Floor - 21 1/4 in (603 mm)	
		1.10	Washer Speed - 42 rpm	
		1.11	Extract Speed - 470 rpm	
		1.12	Extract G-Force - 83	
		1.13	High I Extract 1 - 328 rpm (40 G-force)	
		1.14	High I Extract 2 - 534 rpm (106 G-force)	
		1.15	High I Extract 3 - 656 rpm (160 G-force)	
		1.16	Water inlet Connection - .75 in (19 mm)	
		1.17	Steam inlet - .50 in (13 mm)	
		1.18	Drain Diameter - 2.4 in (60 mm)	
		1.19	Motor size - 2.3 hp (1.70 kw)	
		1.20	Circuit Breaker Standard domestic voltage 200-240 v/ 50-60 hz / 1 or 3 phase	
		1.21	A-frame design with th following standard features: 1. Energy saving drive 2. High Speed Extract 3. Programable controls with 30 preset cycles and 3 water level controls 4. Two brass fill valves 5. Single drain 6. Supply dispenser offers five signals for automated dispensing. Can also be used as a dry supply dispenser w/five flushing compartments	
		<b>2.</b>	<b>GAS DRYER:</b> Commercial Grade, Similar to Cissell (Made by Speed Queen), LSG, Laundry System Group, Co., model #CT 050 MT, Dual Timer Controlled, Gas Fired, 120v - 1 phase Dryer/tumbler . Specify brand/make/model: _____ _____	
		2.1	Dry Capacity - 50 lbs (23 kg)	
		2.2	Overall Width - 38-5/8 in (981 mm)	
		2.3	Overall Depth - 47 in (1194 mm)	
		2.4	Overall height - 76-5/8 in (1946 mm)	
		2.5	Cylinder Depth - 30 in (762 mm)	

MEETS SPEC		ITEM #	DESCRIPTION	COMMENTS
YES	NO			
		2.6	Cylinder Diameter - 37 in (940 mm)	
		2.7	Cylinder Volume - 18.67 cu. ft. (528 Liter)	
		2.8	Airflow - 750 CFM (354 liters/sec.)	
		2.9	Energy Data - 120,000 Btu/hr. (30,240 kcal/hr.)	
		2.10	Electrical Specifications - 120v/60hz/1 phase	
		2.11	Plumbing Connections - ½ in - NPT	
		<b>3.</b>	<b><u>WARRANTY:</u></b>	
		3.1	Washer/Extractor: Five (5) years limited warranty on frame, basket, shaft, bearings and seals if failure or breakage should occur during normal operation due to defects in material or workmanship that would prohibit its further use. A full three (3) year warranty on all parts. One (1) year on all labor.	
		3.3	Gas Dryer: Minimum of 5 year limited warranty on frame and 1 year on all parts and labor.	
		<b>4.</b>	<b><u>INSTALLATION:</u></b>	
		4.1	Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.	
		4.2	Install equipment in accordance with manufacture's instructions.	
		4.3	Protect installed products until completion of project.	
		4.4	Touch-up, repair or replace any damage to products or surfaces before substantial completion.	

COMMENTS:

Firm Name

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Signature

Date



## **INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS**

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its members, its officers and employees from and against all losses, claims, damages and expenses, including court-ordered attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
3. Coverage shall also include Products/Completed Operations.
4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	1,000,000 Combined Single Limit
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- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*